



## WAIVER AND RELEASE

### **WARNING: READ CAREFULLY THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS**

**By signing this you will waive legal rights, assume all risks and agree to fully indemnify Jericho Little League Baseball Association for any and all harm suffered by your child as a result of injury, property damage, illness and disease (including COVID-19).**

I understand that this WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT (the “**Agreement**”) is made for the benefit of Jericho Little League Baseball Association (the “**JLL**”) and its directors, officers, agents, representatives, employees, volunteers, members, participants, spectators, independent contractors, subcontractors, sponsors, successors and assigns (collectively, the “**Releasees**”).

In this Agreement, the term “**JLL Activities**” shall include all activities, programs, events, and services provided, sponsored, organized, and sanctioned by JLL, including, but not limited to, games, tournaments, practices, training, food and beverage, use of equipment, machines and facilities, nutritional or dietary programs, orientation or instructional lessons or sessions, conditioning programs, and all other activities, events, programs or services related to little league baseball.

**PARENT/GUARDIAN:** I am the parent/guardian of the child being registered and participating (the “**Minor**”) and have full legal responsibility for the decisions of the Minor. I have spoken to the Minor and have made them aware of the Risks, as defined below. The Minor is being registered and participating in JLL Activities voluntarily and willingly.

**ASSUMPTION OF RISKS:** I understand that there are many risks associated with the Minor’s and my participation in JLL Activities (the “**Risks**”). I UNDERSTAND THAT COVID-19 IS A SIGNIFICANT HEALTH RISK AND CARRIES A HIGH RISK OF TRANSMISSION THROUGH PHYSICAL OR SHARED CONTACT. I acknowledge that the Risks include, but are not limited to, serious personal injury, death, property damage, illness, and disease (i.e. communicable diseases such as COVID-19, MRSA, and influenza). Examples of the Risks include, but are not limited to personal injury, death, property damage, or illness resulting from:

- **HEALTH:** overexertion, dehydration, fatigue, traumatic injury, infections, rashes, and transmission of communicable diseases (including COVID-19, MRSA and influenza), bacteria, parasites or other organisms or mutations thereof.
- **CONDUCT:** the Minor’s conduct and conduct of other persons, including any physical altercation between persons.
- **PREMISES:** defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on the field of play or other surfaces; extreme weather conditions; and travel to and from premises.

- **EQUIPMENT:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within the Minor's ability.

#### **RELEASE OF LIABILITY, WAIVER OF CLAIMS**

**I, on my own behalf and on behalf of my Minor, legal representatives, guests, and invitees (collectively, the "Releasers") freely accept and fully assume all responsibilities for any and all Risks.**

**I, on my own behalf and on behalf of the Releasers, acknowledge and agree to:**

- waive any and all claims that I have or may have in the future against the Releasees;
- release, waive and discharge the Releasees, from all liability for any and all present and future loss or damages and from all actions, causes of actions, claims demands and liabilities of every nature or kind whether arising at common law or in equity, by contract, by tort or under any statute or otherwise in any way related to or connected with any personal injury or injuries which a Releaser may suffer as a result of his or her participation in any JLL Activities;
- release, waive and discharge the Releasees from any and all liability for all loss, damage, expense injury, death, property damage, illness or disease that I, and all Releasers, may suffer as a result of the Minor's participation in JLL Activities due to any cause whatsoever, whether arising from the NEGLIGENCE of the Releasees, BREACH OF ANY STATUTORY OR OTHER DUTY (including but not limited to the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303), BREACH OF CONTRACT, MISTAKE or ERROR OF JUDGMENT of the Releasees, or otherwise;
- release, waive and discharge the Releasees from all liability for all personal injury, death, property damage, illness, or other loss resulting from an infection, disease, virus, bacterium or other microorganisms (whether asymptomatic or not);
- release, waive and discharge the Releasees from all liability for all personal injury, death, property damage, illness, or other loss resulting from public health emergencies, pandemics (such as COVID-19), or epidemics, as declared as such by the World Health Organization or any governmental authority;
- accepts and assumes any and all risks resulting from attendance and participation by a Releaser in JLL Activities and any injuries which occur from such activities or presence at facilities which such activities take place; and
- TO BE LIABLE FOR AND TO HOLD HARMLESS AND INDEMNIFY the Releasees from all actions, proceedings, claims, damages, costs, demands including court costs and costs on a solicitor and client basis, and liabilities whatsoever nature or kind arising out of any way connected with the Minor's or their guests' participation in JLL Activities.

**REPRESENTATIONS:** I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of JLL Activities other than what is set forth in this Waiver and Release.

**JURISDICTION:** I agree that this Waiver and Release and all terms contained within are governed by the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia. Any litigation in any way relating to JLL Activities or to the matters addressed in this Waiver and Release must be instituted in the Province of British Columbia.

**SEVERABILITY:** If any provision in this Waiver and Release is held unenforceable, such provision shall be severed and shall be inoperative, and the remainder of this Waiver and Release shall remain in full force and effect.

I, FOR MYSELF AND THE RELEASORS, CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ AND UNDERSTAND EACH TERM IN THIS AGREEMENT IN ITS ENTIRETY, THAT I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO THIS RELEASE AND HAVE AGREED TO THE TERMS FREELY. SUCH AGREEMENT TO THIS RELEASE WILL OCCUR BY CHECKING THE "AGREE" BOX AND COMPLETING MY REGISTRATION WITH JLL.